

1 Parties hereto, who shall be restored to their respective positions with respect to the *Hile* and  
2 *Andonian* Actions that existed immediately prior to July 26, 2007.

3 11.2 If the Court, at the hearings on preliminary approval or final approval, declines to  
4 grant preliminary approval or final approval of the settlement due to the inclusion of Paragraph  
5 11.1 in this Stipulation, then the Settling Defendant shall have the election, to be exercised  
6 within three (3) business days after the Court makes its position known, either to proceed with  
7 settlement without the provisions of Paragraph 11.1 or to withdraw from settlement. In the event  
8 the Settling Defendant elects to withdraw from settlement, this Stipulation and all negotiations  
9 and proceedings relating hereto shall be without prejudice as to the rights of any and all Settling  
10 Parties hereto, who shall be restored to their respective positions with respect to the *Hile* and  
11 *Andonian* Actions that existed immediately prior to July 26, 2007.

12 11.3 Mutual Cooperation. All Settling Parties hereto agree, subject to the terms hereof,  
13 to exercise their best reasonable efforts and to take all reasonable steps necessary to effectuate  
14 the settlement set forth in this Stipulation. The Settling Parties agree that the settlement  
15 embodied in this Stipulation is fair and reasonable as to all Settling Parties.

16 11.4 Governing Law. This Stipulation is entered into in the State of California, and the  
17 laws of the United States and the State of California (without regard to its choice of law rules)  
18 shall govern its construction, enforcement and implementation.

19 11.5 Ongoing Jurisdiction Over the Parties. All Settling Parties hereby consent to the  
20 ongoing jurisdiction of this Court in the *Hile* and *Andonian* Actions over them for the limited  
21 purposes of enforcing their obligations under this Stipulation.

22 11.6 Construction of the Agreement. This Stipulation shall be construed and  
23 interpreted to effectuate the intent of the Settling Parties, which is to provide, through this  
24 Stipulation, for a complete resolution of the Settled Claims. This Stipulation shall be deemed to  
25 have been jointly drafted by the Settling Parties hereto, and, in construing and interpreting this  
26 Stipulation, no provision of this Stipulation shall be construed or interpreted against any party  
27 because such provision, or this Stipulation as a whole, was purportedly prepared or requested by  
28 such party.

11.7 Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this Stipulation shall be in writing, and shall be delivered personally, transmitted by facsimile or mailed, postage prepaid by first class mail, to the undersigned persons at the following addresses, unless notified in writing of a change of address:

Settlement Class Plaintiffs' Counsel

KELLER GROVER LLP  
ERIC A. GROVER, SBN 136080  
425 Second Street, Suite 500  
San Francisco, California 94107  
Tel. (415) 543-1305/Fax (415) 543-7861

Attorneys for Plaintiff ZACHARY HILE  
and the PUTATIVE SETTLEMENT CLASS

MILSTEIN, ADELMAN & KREGER, LLP  
WILLIAM A. BAIRD, SBN 192675  
LAUNA N. EVERMAN, SBN 227743  
2800 Donald Douglas Loop North  
Santa Monica, California 90405  
Tel. (310) 396-9600/Fax (310) 396-9635

Attorneys for Plaintiff SHOGHER ANDONIAN  
and the PUTATIVE SETTLEMENT CLASS

Settling Defendant's Counsel:

HOLLAND & KNIGHT LLP  
RICHARD T. WILLIAMS, SBN 52896  
633 West Fifth Street, 21<sup>st</sup> Floor  
Los Angeles, California 90071  
Tel. (213) 896-2400/Fax: (213) 896-2450

Attorneys for Defendant RITZ CAMERA CENTERS, INC.

11.8 Warrants. The undersigned signatories to this Stipulation represent and warrant that they are fully authorized to enter into and execute this Stipulation on behalf of the respective parties.

11.9 Counterparts. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be on and the same instrument.

1 IN WITNESS HEREOF, the parties hereto have executed this Stipulation, by their duly  
2 authorized attorneys of record or agents, set forth below, as of the date and year first above  
3 written.

4  
5 DATED: April 11, 2008

6 By:

  
Plaintiff ZACHARY HILE

1 DATED: April 18, 2008

KELLER GROVER LLP

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3 By: 

ERIC A. GROVER

4 Attorneys for Plaintiff ZACHARY HILE  
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2 DATED: April 18, 2008

THIERMAN LAW FIRM

3  
4 By: 

MARK R. THIERMAN

5 7287 Lakeside Drive  
6 Reno, Nevada 89511  
7 Tel. (775) 284-1500  
8 Fax (775) 703-5027  
9 [laborlawyer@pacbell.net](mailto:laborlawyer@pacbell.net)

10 Attorneys for Plaintiff ZACHARY HILE  
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1 DATED: April 18, 2008

LAW OFFICES OF SCOTT A. MILLER, A.P.C.

2  
3 By: Scott A. Miller /ss/  
4 SCOTT A. MILLER

5 16133 Ventura Blvd. Suite 1200  
6 Encino, California 91436  
7 Tel. (818) 788-8081  
8 Fax (818) 788-8080  
9 millaw@sbcglobal.net

10 Attorneys for Plaintiff ZACHARY HILE  
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2 DATED: April 18, 2008

STEVEN L. MILLER, A PLC

3  
4 By: Steven L. Miller  
STEVEN L. MILLER

5 16133 Ventura Blvd. Suite 1200  
6 Encino, California 91436  
7 Tel. (818) 986-8900  
8 Fax (818) 990-7900  
9 stevenlmiller@sbcglobal.net

10 Attorneys for Plaintiff ZACHARY HILE  
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1 DATED: April 12, 2008

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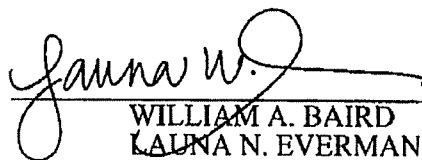
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5 Plaintiff SHOGHER ANDONIAN  
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1 DATED: April 12, 2008

MILSTEIN, ADELMAN & KREGER, LLP

2  
3 By:

  
WILLIAM A. BAIRD  
LAUNA N. EVERMAN

4  
5 Attorneys for Plaintiff SHOGHER ANDONIAN  
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1 DATED: April 12, 2008

RITZ CAMERA CENTERS, INC.

2  
3 By: Curtis J. Scheel

4 (Print Name) CURTIS J. SCHEEL

5 Title PRESIDENT & COO

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1 DATED: April 14, 2008

HOLLAND & KNIGHT LLP

2  
3 By: Richard T. Williams  
4 RICHARD T. WILLIAMS  
5 Attorneys for Defendant RITZ CAMERA  
6 CENTERS, INC.  
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# Exhibit A

# Exhibit A

Eric A. Grover (SBN 136080)  
**KELLER GROVER LLP**  
 425 Second Street, Suite 500  
 San Francisco, CA 94107  
 Telephone: (415) 543-1305  
 Facsimile: (415) 543-7861  
 eagrover@kellergrover.com

Attorneys for Plaintiff Zachary Hile

William A. Baird (SBN 192675)  
 Launa N. Everman (SBN 227743)  
**MILSTEIN, ADELMAN & KREGER, LLP**  
 2800 Donald Douglas Loop North  
 Santa Monica, California 90405  
 Telephone: (310) 396-9600  
 Facsimile: (310) 396-9635  
 tbaird@maklawyers.com

Attorneys for Plaintiff Shogher Andonian

*[Additional Counsel Listed on Signature Page]*

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

ZACHARY HILE, on behalf of himself  
 and all others similarly situated,

Plaintiff,

v.

RITZ CAMERA CENTERS, INC.,

Defendant.

SHOGER ANDONIAN, individually  
 and on behalf of all others similarly  
 situated,

Plaintiff,

v.

RITZ CAMERA CENTERS, INC., a  
 Delaware corporation; and DOES 1  
 through 10, inclusive,

Defendants.

) Case Nos.: CV-07-00716 SBA  
 ) and CV 07-2349 GAF

) **[PROPOSED] FINAL JUDGMENT**  
 ) **AND ORDER OF DISMISSAL WITH**  
 ) **PREJUDICE**

**[PROPOSED] ORDER**

Good cause appearing, the Court HEREBY ORDERS THE FOLLOWING:

1. The Court, for purposes of this order (the "Order"), adopts all defined terms as set forth in the Stipulation;

2. The Court approves the settlement as set forth in the Stipulation as fair, reasonable and adequate to the Settlement Class within the meaning of Rule 23(e) of the Federal Rules of Civil Procedure;

3. The Court hereby approves and orders that the total amount of \$765,000.00 is the amount of reasonable attorneys' fees that should be paid to Class Counsel for the work completed and to be completed and orders reimbursement of costs in the amount of \$18,000.00, and hereby authorizes payment of said amounts in accordance with the Stipulation. The Court further orders that the attorneys' fee award set forth in this paragraph shall be administered pursuant to the terms of the Stipulation;

4. The Court hereby approves and orders incentive payments to plaintiffs Zachary Hile and Shogher Andonian in the amount of \$1,000 each as compensation for their work and efforts on behalf of the Class;

5. The Court dismisses the Complaints on the merits and with prejudice and, except as approved by the Court and provided herein, without costs or attorneys' fees to either of the Settling Parties;

6. The Court adjudges that the Settling Plaintiffs have released any and all claims against the Settling Defendant as set forth in Paragraph 1.17 of the Stipulation;

7. The Court permanently enjoins all Settling Plaintiffs from filing, prosecuting or otherwise pursuing any and all Settled Claims against the Settling Defendant;

8. The Court permanently enjoins Settlement Class Plaintiffs and members of the Settlement Class who made a purchase at a Ritz Camera Centers Location during the Relevant Time Period using a credit card or debit card and who received a receipt containing more than the last five digits of the credit card or debit card number and/or the expiration date of the credit or debit card who reside in jurisdictions in which the Published Notice was published, in which

1 the In-Store Notice was displayed, or in which the On-Line Notice was accessible, and who did  
2 not either Opt-Out or raise any proper written objection to the proposed settlement terms on or  
3 before the Opt-Out Expiration Date either in person, directly or through legal counsel, or in  
4 writing from filing, prosecuting or otherwise pursuing any appeal of the Final Judgment, to the  
5 extent permitted by law;

6 9. Because there is no just reason for delay, the Court directs that the clerk of the  
7 Court enter the Final Judgment forthwith as a final judgment pursuant to Rules 54(b) and 58 of  
8 the Federal Rules of Civil Procedure; and

9 10. Without affecting the finality of the Final Judgment, the Court reserves continuing  
10 jurisdiction over the Settling Parties for the purposes of: (a) implementation of the settlement set  
11 forth in this Stipulation; and (b) enforcing and administering the settlement and any Court orders  
12 relating to the settlement.

13  
14 **IT IS SO ORDERED.**

15  
16 DATE: \_\_\_\_\_, 2008

**Honorable Saundra B. Armstrong**  
Judge of the United States District Court,  
Northern District

# Exhibit B

Exhibit B



**CLAIM FORM**

To receive an Award Certificate Settlement Package, you must return this completed Claim Form by \_\_\_\_\_, 2008 to:

Ritz Camera Centers Claims Administrator  
P.O. Box XXXX  
CITY, STATE ZIP CODE  
Toll Free: 1-8XX-XXX-XXXX  
www.ritzpix.com

THIS FORM MAY BE SUBMITTED BY MAIL OR VIA THE INTERNET

**I. Credit Card or Debit Card Receipt Confirmation**

No more than one Claim Form may be submitted by a single Class Member.

Location(s) of Ritz Camera Centers retail store at which you received an electronically-printed credit or debit card receipt between December 4, 2006 and April 9, 2007: \_\_\_\_\_.

The approximate date(s) on which you received such a receipt(s): \_\_\_\_\_.

To your recollection, provide a general description of item(s) purchased for which you received such a receipt: (Check one or more)

\_\_\_\_ Camera: \_\_\_\_\_  
\_\_\_\_ Lens: \_\_\_\_\_  
\_\_\_\_ Digital Memory Device: \_\_\_\_\_  
\_\_\_\_ Prints and Imaging Products: \_\_\_\_\_  
\_\_\_\_ Other: \_\_\_\_\_

**II. Award Election - You may only choose one - Option A - or - Option B**

Option A. I elect to receive a \$15.00 Award Certificate Yes ☐

Option B. I elect to receive a \$1.00 cash payment. Yes ☐

If you fail to choose **or** if you select both options, you will receive Option A.

**III. Signature and Release**

I declare under penalty of perjury under the laws of the United States that the information contained within this claim form is true and correct. Furthermore, my signature constitutes a full and complete release of Ritz Camera Centers, Inc. for the Settled Claims in the cases filed in the District Courts for the Northern and Central Districts of California and designated as Case Nos. CV 07-0716 SBA and CV 07-2349 GAF.

Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Phone: \_\_\_\_\_

Complete Mailing Address:

E-mail: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Mail the completed Claim Form to the Claims Administrator at the address above postmarked by no later than \_\_\_\_\_, 2008 or submit a Claim Form via the internet by no later than \_\_\_\_\_, 2008 by following the instructions at [www.ritzpix.com](http://www.ritzpix.com).

# Exhibit C

Exhibit C

## Legal Notice

# If You Made A Purchase With Your Credit or Debit Card From Ritz Camera Centers You May Benefit From A Class Action Settlement

You may be entitled to benefits from a Proposed Class Action Settlement if you made an in-store purchase by credit or debit card at a Ritz Camera Centers retail location anytime between December 4, 2006 and April 9, 2007. This Notice is only a summary. For more information and to obtain a copy of the full Notice, you should visit the Settlement Webpage on the Ritz Camera Centers website ([www.ritzpix.com](http://www.ritzpix.com)) or call the toll-free number listed below.

## What is the Case About?

Two class action lawsuits claim that Ritz Camera Centers violated the federal Fair and Accurate Credit Transactions Act by printing the expiration date on debit and credit card receipts at its retail locations between December 4, 2006 and April 9, 2007. No allegations of damage or financial injury have been made; no invasions of privacy or disclosure of personal information to third persons have been alleged or are known to have occurred.

## Am I a Settlement Class Member?

You are a Settlement Class Member if you made an in-store purchase by credit or debit card at a Ritz Camera Centers retail location anytime between December 4, 2006 and April 9, 2007 and were provided with an electronically printed receipt at the point of sale or transaction which displayed (1) more than the last five digits of the credit or debit card number, and/or (2) the expiration date of the credit or debit card.

A full list of the retail locations is available on the Settlement Webpage on the Ritz Camera Centers website ([www.ritzpix.com](http://www.ritzpix.com)) or by calling the toll-free number below.

## What are the Terms of the Proposed Settlement?

Ritz Camera Centers has agreed to provide "Award Certificate Settlement Packages" to Settlement Class Members submitting valid Claim Forms. At the option of each Settlement Class Member who submits a valid Claim Form, each Award Certificate Settlement Package includes either:

- A \$15 Award Certificate that may be applied against the in-store purchase of: (1) any camera or lens with a pretax price, after all other applicable discounts, allowances and rebates, of \$100 or more or (2) any digital memory product with a pretax price, after all other applicable discounts, allowances and rebates, of \$50 or more (3) any images or imaging products with a pretax price,

after all other applicable discounts, allowances and rebates, of \$40 or more. Each Award Certificate shall be freely transferable and will be valid for one year after the date of issuance.

OR

- A cash payment of \$1.00.

If, after the expiration of the claims period, fewer than 170,000 valid claims have been submitted, then the Claims Administrator will calculate the dollar value of a Supplemental Award Certificate and, Settlement Class Member who submitted a valid claim and who elected to receive an Award Certificate shall also receive one Supplemental Award Certificate. For details of the calculation, see the Stipulation of Settlement.

## Who represents me?

The law firms of Keller Grover LLP, Thierman Law Firm, Steven L. Miller, A Professional Law Corporation, Scott A. Miller, A.P.C. and Milstein, Adelman & Kreger, LLP represent all Settlement Class Members. They will request that the Court award attorneys' fees and costs of no more than \$783,000. The lawyers will also request that the two (2) named representatives split an incentive award of no more than \$2,000 for their service to the Settlement Class.

If you want to be represented by your own lawyer, you may hire one at your own expense.

## What are my choices?

- **You can make a Claim** for an Award Certificate Settlement Package. If you stay in the Class and make a claim, you agree never to sue Ritz Camera Centers for the Settled Claims in this case. No more than one Claim Form may be submitted by a single Settlement Class Member. Your Claim Form must be postmarked by [Month Date, Year], or, if you elect to submit a claim via the internet, your Claim Form must be submitted by [Month Date, Year].
- **You can ask to be excluded** from the Settlement Class. If you exclude yourself, you cannot make a claim but you keep the right to sue Ritz Camera Centers in the future. To exclude yourself, you must send a letter to the Claims Administrator postmarked by [Month Date, Year]. **If you exclude yourself, you will not receive any Award Certificate or cash payment under this Proposed Settlement.**

**To obtain the full Notice, a Claim Form, or obtain other information**

**Visit: [www.ritzpix.com](http://www.ritzpix.com) Call: 1-888-XXX-XXXX**

**Or Write to: Claims Administrator, P.O. Box XXXX, City, State Zip**

- **You can tell the Court if you object to this Proposed Settlement** or some part of it. To object or comment, you must send a letter to the Claims Administrator for delivery to the Court and counsel explaining your objection. All objections and other comments must be postmarked to the Claims Administrator no later than **[Month Date, Year]**.
- **You can speak at the Hearing** on your own or through your own attorney (at your expense). To do this, you must file a Notice of Appearance with the Court.

For more details on how make a Claim, Exclusion/Opt-Out, Object or file a Notice of Appearance, please read the full Notice, which is available at [www.website.com](http://www.website.com).

**Will the Court Approve the Proposed Settlement?**

The Court will hold a Final Approval Hearing on **[Month Date, Year at Time]** to consider whether the Proposed Settlement is fair, reasonable, and adequate. The Court will also consider the motion for attorneys' fees and expenses. If comments or objections have been received, the Court will consider them at this time. The hearing will take place in Courtroom 3 of the United States District Court for the Northern District of California, 1301 Clay Street, 3rd Floor, Oakland, California, 94612.

To obtain the full Notice, a Claim Form, or obtain other information  
Visit: [www.ritzpix.com](http://www.ritzpix.com) Call: 1-888-XXX-XXXX  
Or Write to: Claims Administrator, P.O. Box XXXX, City, State Zip

# Exhibit D

Exhibit D

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

ZACHARY HILE, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

RITZ CAMERA CENTERS, INC.,

Defendant.

Case Nos. CV 07-00716 SBA and  
CV 07-2349 GAF

The Honorable Sandra B. Armstrong

SHOGHER ANDONIAN, individually  
and on behalf of all others similarly  
situated,

Plaintiff,

v.

RITZ CAMERA CENTERS, INC., a  
Delaware corporation; and DOES 1  
through 10, inclusive,

Defendants.

**CLASS ACTION SETTLEMENT NOTICE**

**READ THIS NOTICE CAREFULLY,  
YOUR LEGAL RIGHTS MAY BE AFFECTED**

You may be entitled to a benefit under the terms of this Proposed Class Action Settlement. Please read the rest of this Notice to find out more.

**What is the Case About?**

There are two class action lawsuits which have alleged that Ritz Camera Centers violated the federal Fair and Accurate Credit Transactions Act by printing the expiration date on debit and credit card receipts. The first complaint, *Hile v. Ritz Camera Centers, Inc.*, Case No. CV 07-00716, was filed on February 2, 2007. The second complaint, *Andonian v. Ritz Camera Centers, Inc.*, Case No. CV 07-2349, was filed on April 9, 2007. No allegations of damage or financial injury have been made; no invasions of privacy or disclosure of personal information to third persons have been alleged or are known to have occurred.

**Am I a Class Member?**

You are a Settlement Class Member if you made an in-store purchase by credit or debit card at a Ritz Camera Centers retail location anytime between December 4, 2006 and April 9, 2007 and were provided with an electronically-printed receipt at the point of sale or transaction, which displayed the card expiration date or more than five digits of the card number.

**What are the Benefits Provided in the Proposed Settlement?**

Ritz Camera Centers has agreed to provide "Award Certificate Settlement Packages" to Settlement Class Members submitting valid Claim Forms. At the option of each Settlement Class Member who submits a valid Claim Form, each Award Certificate Settlement Package includes either:

- A \$15 Award Certificate that may be applied against the in-store purchase of: (1) any camera or lens with a pretax price, after all other applicable discounts, allowances and rebates, of \$100 or more or (2) any digital memory product with a pretax price, after all other applicable discounts, allowances and rebates, of \$50 or more (3) any images or imaging products with a pretax price, after all other applicable discounts, allowances and rebates, of \$40 or more. Each Award Certificate shall be freely transferable and will be valid for one year after the date of issuance.

OR

- A cash payment of \$1.00.

If, after the expiration of the claims period, fewer than 170,000 valid claims have been submitted, then the Claims Administrator will calculate the dollar value of a Supplemental Award Certificate by multiplying \$15 by a fraction, the numerator of which is 170,000 and the denominator of which is the actual number of valid claims submitted, and subtracting \$15 from the result. If fewer than 170,000 valid claims have been submitted, each authorized claimant who elected to receive an Award Certificate shall also receive one Supplemental Award Certificate. (For example, if there are only 100,000 valid claims at the expiration of the claims period, each Class Member who submitted a valid claim and elected to receive an Award Certificate also would receive a \$10.50 Supplemental Award Certificate, calculated as follows:  $170,000/100,000 = 1.7 \times \$15 = \$25.50 - \$15 = \$10.50$ .)

For additional terms, please see the Stipulation of Settlement (go to "Where To Get Additional Information" below).

**Do I Have a Lawyer in this Case?**

The law firms of Keller Grover LLP, Thierman Law Firm, Steven L. Miller, A Professional Law Corporation, Scott A. Miller, A.P.C. and Milstein, Adelman & Kreger, LLP represent all Settlement Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

- 2 -

QUESTIONS? Visit [www.website.com](http://www.website.com) or call 1-8XX-XXX-XXXX



### How Will the Lawyers be Paid?

Settlement Class Plaintiffs' Counsel will request that the Court award attorneys' fees and costs of no more than \$783,000. The lawyers will also request that the two (2) named representatives split an incentive award of no more than \$2,000 for their service to the Settlement Class. These amounts will be paid by Ritz Camera Centers and will in no way affect the settlement benefits available to the Class Members.

### Settlement Class Member Options

You have the following options:

1. You Can Submit a Claim Form. If you stay in the Class and make a claim, you agree to never sue Ritz Camera Centers for the Settled Claims in this case. No more than one Claim Form may be submitted by a single Settlement Class Member. Your Claim Form must be postmarked by [Month Date, 2008], or, if you elect to submit a claim via the internet, your Claim Form must be submitted by [Month Date, 2008].
  2. You Can Ask to be Excluded from the Settlement Class. If you exclude yourself, you cannot make a claim but you keep the right to sue Ritz Camera Centers in the future. **If you exclude yourself, you will not receive any Award Certificate or cash payment under the Proposed Settlement.** To exclude yourself from the Settlement, you must send a Request for Exclusion to the Claims Administrator stating: "I want to be excluded from the Settlement in *Hile/Andonian v. Ritz Camera Centers*, Case Nos. CV-07-00716 and CV 07-2349." You must also include your name, address, telephone number and signature. The Request for Exclusion must be postmarked by [Month Date, 2008] and be sent to **Claims Administrator**, c/o \_\_\_\_\_, P.O. Box \_\_\_\_\_, City, State Zip.
  3. You May Object to the Settlement. If you wish to object to the proposed settlement or any aspect of it, you may send a letter stating that you object to the proposed settlement in *Hile/Andonian v. Ritz Camera Centers, Inc.*, Case Nos. CV-07-00716 and CV 07-2349. Be sure to include your name, address, telephone number, signature and the reasons you object to the Settlement. Objections must be must be postmarked by [Month Date, 2008] and be sent to **Claims Administrator** for filing with the Court and delivery to Settlement Class Plaintiffs' Counsel and Defendant's Counsel:
- RITZ CAMERA CENTERS INC. CLAIMS ADMINISTRATOR  
P.O. Box \_\_\_\_\_  
City, State, Zip
4. You Can Speak at the Hearing on your own or through your own attorney (at your own expense). If you wish to speak at the Fairness Hearing, you must send a letter stating that it is your "Notice of Intention to Appear in *Hile/Andonian v. Ritz Camera Centers, Inc.*, Case Nos. CV-07-00716 and CV 07-2349." Be sure to include you name, address, telephone number and signature. Your Notice of Intention to Appear must be received by the Court, Plaintiffs' Counsel and Defense Counsel at the addresses listed below no later than [Month, Day 2008].

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court for the Honorable Sandra B. Armstrong United States District Court for the Northern District of California 1301 Clay Street, 3 <sup>rd</sup> Floor Oakland, CA 94612	Eric A. Grover, Esq. KELLER GROVER LLP 425 Second Street, Suite 500 San Francisco, CA 94107	Richard T. Williams, Esq. HOLLAND & KNIGHT LLP 633 West Fifth Street 21 <sup>st</sup> Floor Los Angeles, CA 90071

5. **You Can Do Nothing.** If you take no action, your interest as a member of the Settlement Class will be represented by the Plaintiffs and Class Counsel without any charge to you. You will be bound by any judgment approving or disapproving the settlement. If you do not submit a Claim Form, **you will not receive any Award Certificate or cash payment under this Proposed Settlement and you cannot sue or be part of any other lawsuit against Ritz Camera Centers for the claims covered by the Settlement.**

#### Release of Claims

If you do not exclude yourself from the Settlement Class and the Settlement is given final approval by the Court, all claims of the class defined above will be released against all released parties whether or not you submit a Claim Form or receive any benefit under the proposed settlement.

The released parties are Ritz Camera Centers, Inc. and each of its parents, subsidiaries, affiliates and the directors, officers, employees, partners, agents, attorneys, auditors, affiliates, heirs, executors, representatives, insurers, predecessors, successors and assigns of any of the aforementioned entities.

The claims that will be released are any and all rights, claims, causes of action and demands of every nature and kind whatsoever based on alleged violations of 15 U.S.C. § 1681n(a)(1)(A) and (a)(2), including without limitation, for damages, economic losses or restitution, known or unknown, which any of the Settling Plaintiffs ever had, now has or may in the future have on the basis of, connected with, arising out of, or related in whole or in part to credit card receipts printed between December 4, 2006 and April 9, 2007 at Ritz Camera Center Locations that display more than the last five (5) digits of a Settling Plaintiff's credit or debit card number and/or (2) the credit or debit card's expiration date on the receipt.

#### Hearing on the Proposed Settlement and Your Options

The Court will hold a Final Approval Hearing on [Month Date, Year at Time] to consider whether to give final approval to the proposed settlement. The Court will also consider the motion for attorneys' fees and expenses. If comments or objections have been received, the Court will consider them at this time. The hearing will take place in Courtroom 3 of the United States District Court for the Northern District of California, 1301 Clay Street, 3<sup>rd</sup> Floor, Oakland, California, 94612.

Any person who does not make an objection in the time and manner provided above will be forever foreclosed from making any objection to the matters described herein, unless otherwise ordered by the Court.

#### How to Obtain Additional Information

This Notice summarizes the proposed Settlement. More details are contained in the Stipulation of Settlement. Copies of the Stipulation of Settlement and the pleadings and other documents relating to the case are available on the webpage or website at [www.ritzpix.com](http://www.ritzpix.com) and also are on file at the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, California, 94612, where they may be examined and copied at any time during regular office hours.

To get more information concerning this Settlement, you may visit the Settlement webpage or website at [www.ritzpix.com](http://www.ritzpix.com) or you may call or write to the Claims Administrator, P.O. Box \_\_\_\_\_, City, State Zip, or telephone 1-8XX-XXX-XXXX. **DO NOT CONTACT THE CLERK OF THE COURT OR RITZ CAMERA CENTERS.**

#### How to Make a Claim

In order to receive any benefits to which you may be entitled under the Settlement in this case, you must complete and submit the Claim Form. You may mail the completed Claim Form to **Claims Administrator, c/o \_\_\_\_\_, P.O. Box \_\_\_\_\_, City, State Zip** postmarked no later than **[Month, Date 2008]** or submit a Claim Form via the internet by no later than **[Month, Date 2008]** by following the instructions at [www.ritzpix.com](http://www.ritzpix.com).

If you fail to submit your Claim Form on or before the date listed above, your claim will be rejected and you will be precluded from receiving any benefits from the settlement of this litigation. A Claim Form will be deemed submitted when postmarked or, if submitted via the internet, on the date submitted.

To be valid, a Claim Form must be signed under penalty of perjury by the holder of the credit card and/or debit card who received an electronically-printed receipt displaying the card expiration date at a Ritz Camera Centers retail location between December 4, 2006 and April 9, 2007 or, if submitted via the internet, acknowledged as under penalty of perjury.

If you change your address or telephone number after submitting a Claim Form, please notify the **Claims Administrator, c/o \_\_\_\_\_, P.O. Box \_\_\_\_\_, City, State Zip.**

# Exhibit E

Exhibit E

### **Frequently Asked Questions**

**1. What is a class action?**

In a class action, one or more people sue on behalf of people who have alleged similar claims. All these people are a Class or Class Members. The people who sued are called Plaintiffs, and the company they sue is called the Defendant. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

**2. Who are the Plaintiffs and the Defendant in this class action?**

This proposed Settlement is between the following parties: Plaintiffs ZACHARY HILE and SHOGHER ANDONIAN, individually and on behalf of the Settlement Class ("Settlement Class Plaintiffs"), and Defendant RITZ CAMERA CENTERS, INC. ("Defendant") and their respective counsel of record in the cases entitled *Hile v. Ritz Camera Centers, Inc.*, Case No. CV-07-00716 and *Andonian v. Ritz Camera Centers, Inc.*, Case No. CV-07-2349 (collectively "Lawsuit" or "Action"). This proposed Settlement is subject to court approval.

**3. What is this Lawsuit about?**

Plaintiffs allege that Ritz Camera Centers, Inc., violated the federal Fair and Accurate Credit Transactions Act at its retail locations by printing the card expiration date on debit and credit card receipts between December 4, 2006 and April 9, 2007. No allegations of damage or financial injury have been made; no invasions of privacy or disclosure of personal information to third persons have been alleged or are known to have occurred.

While the Defendant denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Lawsuit and believes that it has valid defenses to Settlement Class Plaintiffs' claims, the Defendant has determined that the Settlement is fair, adequate, and reasonable and that it is in the best interests of the Defendant and the Settlement Class.

**4. Why is there a Settlement?**

The Court has not decided in favor of Plaintiffs or Defendant. Instead, both sides agreed to a Settlement. In this way, they avoid the cost of a trial, and Settlement benefits go to the Settlement Class Members. The Plaintiffs and the attorneys think the Settlement is best for the Class Members.

**5. Am I a Settlement Class Member?**

You are a Settlement Class Member if you made an in-store purchase by credit or debit card at a Ritz Camera Centers retail location anytime between December 4, 2006 and April 9, 2007 and were provided with an electronically-printed receipt at the point of sale or transaction that displayed the expiration date of the card or more than five digits of the card number.



**6. What benefits does the Settlement provide to Settlement Class Members?**

Ritz Camera Centers has agreed to provide "Award Certificate Settlement Packages" to Settlement Class Members submitting valid Claim Forms. At the option of each Settlement Class Member who submits a valid Claim Form, each Award Certificate Settlement Package includes either:

- A \$15 Award Certificate that may be applied against the in-store purchase of: (1) any camera or lens with a pretax price, after all other applicable discounts, allowances and rebates, of \$100 or more or (2) any digital memory product with a pretax price, after all other applicable discounts, allowances and rebates, of \$50 or more (3) any images or imaging products with a pretax price, after all other applicable discounts, allowances and rebates, of \$40 or more. Each Award Certificate shall be freely transferable and will be valid for one year after the date of issuance.

OR

- A cash payment of \$1.00.

If, after the expiration of the claims period, fewer than 170,000 valid claims have been submitted, then the Claims Administrator will calculate the dollar value of a Supplemental Award Certificate by multiplying \$15 by a fraction, the numerator of which is 170,000 and the denominator of which is the actual number of valid claims submitted, and subtracting \$15 from the result. If fewer than 170,000 valid claims have been submitted, each authorized claimant who elected to receive an Award Certificate shall also receive one Supplemental Award Certificate. (For example, if there are only 100,000 valid claims at the expiration of the claims period, each Class Member who submitted a valid claim and elected to receive an Award Certificate also would receive a \$10.50 Supplemental Award Certificate, calculated as follows:  $170,000/100,000 = 1.7 \times \$15 = \$25.50 - \$15 = \$10.50$ .)

**7. How do I obtain a Claim Form and submit it to become a Settlement Class Member?**

You may complete a Claim Form on this webpage or website or download a Claim Form from this website, or request a Claim Form be mailed to you by calling toll-free, 1-8XX-XXX-XXXX.

In order to receive any benefits to which you may be entitled under the Settlement in this case, you must complete and submit the Claim Form. You may mail the completed Claim Form to Claims Administrator, c/o \_\_\_\_\_, P.O. Box \_\_\_\_\_, City, State Zip postmarked no later than Month dd, 2008 or submit a Claim Form via the internet no later than Month dd, 2008 by following the instructions at [www.ritzpix.com](http://www.ritzpix.com).

If you fail to submit your Claim Form on or before the dates listed above, your claim will be rejected and you will be precluded from receiving any benefits from the settlement of this litigation. A Claim Form will be deemed submitted when postmarked or, if submitted via the internet, on the date submitted.

To be valid, a Claim Form must be filled out and signed under penalty of perjury by the holder of the credit card and/or debit card who received an electronically-printed receipt between December 4, 2006 and April 9, 2007 or, if submitted via the internet, acknowledged as under penalty of perjury.

**8. When will I get my Award Certificate Settlement Package?**

The Court will hold a hearing on Month dd, 2008 at XX:XX x.m. to decide whether to approve the Settlement. If the Court approves the Settlement and there are no appeals, you will receive your Award Certificate within 45 days after entry of the Final Judgment following the Final Approval Hearing. Even if the Court approves the Settlement, there may be appeals. The appeal process can take time, and in some cases appeals have taken more than a year to resolve. If there is an appeal, no claims will be paid until it is resolved and the Settlement receives final approval by the Court.

**9. What am I giving up to receive the Settlement Benefits or to stay in the Class?**

Unless you exclude yourself (see the next section), you will be a Settlement Class Member, whether or not you file a claim. As a Settlement Class Member, you cannot sue or be part of any other lawsuit against the Defendant relating to the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you agree to release Defendant from all "Settled Claims", the legal claims that you are giving up.

"Settled Claims" means any and all rights, claims, causes of action and demands of every nature and kind whatsoever based on alleged violations of 15 U.S.C. § 168n(a)(1)(A) and (a)(2), including without limitation, for damages, economic losses or restitution, known or Unknown, which any of the Settling Plaintiffs ever had, now has or may in the future have on the basis of, connected with, arising out of, or related in whole or in part to credit card receipts printed between December 4, 2006 and April 9, 2007 at Ritz Camera Center Locations that display more than the last five (5) digits of a Settling Plaintiff's credit or debit card number and/or (2) the credit or debit card's expiration date on the receipt.

**10. How do I exclude myself from the Settlement?**

To exclude yourself from the Settlement, you must send a Request for Exclusion letter by mail stating: "I want to be excluded from the Settlement in *Hile/Andonian v. Ritz Camera Centers, Inc.*, Case Nos. CV 07-00716 and CV 07-2349." You must also include your name, address, telephone number, and signature. The Request for Exclusion must be postmarked by Month dd, 2008 and be sent to the Claims Administrator, c/o \_\_\_\_\_, P.O. Box \_\_\_\_\_, City, State Zip.

**11. If I don't exclude myself, can I sue the Defendant for the same thing later?**

If you do not submit a valid and timely Request for Exclusion on or before Month dd, 2008, you will be bound by all terms of the Settlement and any Final Judgment entered in this Lawsuit if the Settlement is approved by the Court.

**12. If I exclude myself, can I get benefits from this Settlement?**

If you properly exclude yourself from the Settlement, you will not be entitled to any benefits from the Settlement, will not be bound by the Settlement, and will not have any right to object, appeal, or comment about the Settlement.

**13. Do I have a lawyer in this case?**

The law firms of Keller Grover LLP, Thierman Law Firm, Steven L. Miller, A Professional Law Corporation, Scott A. Miller, A.P.C. and Milstein, Adelman & Kreger, LLP represent all Settlement Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**14. How will the lawyers be paid?**

Settlement Class Plaintiffs' Counsel has devoted substantial time and resources to this litigation and has pursued this litigation on behalf of the Settlement Class without receiving any compensation, or assurance of compensation, for their services rendered or reimbursement for expenses. At the Final Approval Hearing, Settlement Class Plaintiffs' Counsel will apply for attorneys' fees and expenses in an amount not to exceed \$783,000.00. The lawyers will also request that the two (2) named representatives split an incentive award of no more than \$2,000 for their service to the Settlement Class. Such amounts, if approved by the Court, will not reduce the amount available to the Settlement Class Members.

**15. How do I tell the Court that I don't like the Settlement?**

Only Settlement Class Members may object to the Settlement. If you wish to object to the Settlement, you must do so in writing. Written objections must: (1) state the basis of the objection; and (2) state the case name and case number (*Hile/Andonian v. Ritz Camera Centers, Inc.*, Case Nos. CV 07-00716 and CV 07-2349). You must mail your Objection to the Claims Administrator, for filing with the Court and delivery to Settlement Class Plaintiffs' Counsel and Defense Counsel, at the address shown below postmarked no later than Month dd, 2008.

If you object to the Settlement (and do not exclude yourself from the Settlement as described above) and the Court approves the Settlement, you will remain a member of the Settlement Class and will be entitled to receive the settlement benefits, provided that you complete and timely submit a Claim Form.



Settlement Class Members who do not timely file and serve a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

Objections must be mailed to the Claims Administrator at the address below, for filing with the Court and delivery to Settlement Class Plaintiffs' Counsel and Defense Counsel, by no later than Month dd, 2008:

RITZ CAMERA CENTERS INC. CLAIMS ADMINISTRATOR  
P.O. Box \_\_\_\_\_  
City, State, Zip

**16. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on Month dd, 2008 at XX:XX x.m. to consider whether to give final approval to the proposed Settlement. The Court will also consider the motion for attorneys' fees and expenses. If comments or objections have been received, the Court will consider them at that time. The hearing will take place in Courtroom 3 of the United States District Court for the Northern District of California, 1301 Clay Street, 3rd Floor, Oakland, California, 94612 before the Honorable Sandra B. Armstrong.

**17. Do I have to come to the hearing?**

No. Plaintiffs' Counsel will answer questions the Judge may have. You are welcome, however, to attend at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**18. May I speak at the hearing?**

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter stating that it is your "Notice of Intention to Appear in *Hile/Andonian v. Ritz Camera Centers, Inc.*, Case Nos. CV-07-00716 and CV-07-2349." Be sure to include your name, address, telephone number and signature. Your Notice of Intention to Appear must be received by the Court, Plaintiffs' Counsel and Defense Counsel at the addresses listed below in no later than Month dd, 2008. You cannot speak at the hearing if you have excluded yourself:

COURT	CLASS COUNSEL	DEFENSE COUNSEL
Clerk of the Court for the Honorable Sandra B. Armstrong United States District Court for the Northern District of California 1301 Clay Street, 3rd Floor Oakland, CA 94612	Eric A. Grover, Esq. KELLER GROVER LLP 425 Second Street, Suite 500 San Francisco, CA 94107	Richard T. Williams, Esq. HOLLAND & KNIGHT LLP 633 West Fifth Street 21st Floor Los Angeles, CA 90071

**19. What happens if I do nothing at all?**

If you do nothing, you will receive no benefits from this Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against the Defendant about the legal issues in this case ever again.

**20. Are there more details about the Settlement?**

Additional details regarding the Settlement are contained in the Stipulation of Settlement. Copies of the Stipulation of Settlement and the pleadings and other documents relating to the case are available on the website or webpage at [www.ritzpix.com](http://www.ritzpix.com) and are also on file at the United States District Court for the Northern District of California, 1301 Clay Street, Oakland, California, 94612, where they may be examined and copied at any time during regular office hours.

**21. How do I get more information?**

To get more information concerning the Settlement, you may also visit the Settlement webpage or website at [www.ritzpix.com](http://www.ritzpix.com) or you may call or write to the Ritz Camera Centers Inc. Claims Administrator, P.O. Box \_\_\_\_\_, City, State Zip, or by telephoning 1-8XX-XXX-XXXX. **DO NOT CONTACT THE CLERK OF THE COURT OR RITZ CAMERA CENTERS.**

# Exhibit F

Exhibit F

1 Eric A. Grover (SBN 136080)  
2 **KELLER GROVER LLP**  
3 425 Second Street, Suite 500  
4 San Francisco, CA 94107  
5 Telephone: (415) 543-1305  
6 Facsimile: (415) 543-7861  
7 eagrover@kellergrover.com

8 Attorneys for Plaintiff Zachary Hile

9 William A. Baird (SBN 192675)  
10 Launa N. Everman (SBN 227743)  
11 **MILSTEIN, ADELMAN & KREGER, LLP**  
12 2800 Donald Douglas Loop North  
13 Santa Monica, California 90405  
14 Telephone: (310) 396-9600  
15 Facsimile: (310) 396-9635  
16 tbaird@maklawyers.com

17 Attorneys for Plaintiff Shogher Andonian

18 *[Additional Counsel Listed on Signature Page]*

19 **UNITED STATES DISTRICT COURT**

20 **NORTHERN DISTRICT OF CALIFORNIA**

21 ZACHARY HILE, on behalf of himself  
22 and all others similarly situated,

23 Plaintiff,

24 v.

25 RITZ CAMERA CENTERS, INC.,

26 Defendant.

27 SHOGHER ANDONIAN, individually  
28 and on behalf of all others similarly  
situated,

Plaintiff,

v.

RITZ CAMERA CENTERS, INC., a  
Delaware corporation; and DOES 1  
through 10, inclusive,

Defendants.

) Case Nos.: CV-07-00716 SBA  
) and CV 07-2349 GAF

) **[PROPOSED] ORDER GRANTING**  
) **PRELIMINARY APPROVAL OF**  
) **CLASS ACTION SETTLEMENT**

1 The Court has received the Joint Stipulation of Class Action Settlement ("Stipulation"),  
2 entered into by and between (1) plaintiffs Zachary Hile and Shogher Andonian ("Plaintiffs" or  
3 "Class Representatives"), on behalf of themselves and all other similarly situated (the "Class"),  
4 and (2) defendant Ritz Camera Centers, Inc. ("Defendant"). The Court, having reviewed the  
5 Stipulation and the exhibits attached thereto and the papers submitted in support of Plaintiffs'  
6 Motion for Preliminary Approval of Class Action Settlement and good cause appearing,  
7 HEREBY ORDERS THE FOLLOWING:

8 1. The Court, for purposes of this order (the "Order"), adopts all defined terms as set  
9 forth in the Stipulation;

10 2. The Court grants preliminary approval of the Settlement based upon the terms set  
11 forth in the Stipulation. The Settlement appears to be fair, reasonable, and adequate to the Class;

12 3. The Court orders that the following Settlement Class is preliminarily certified for  
13 settlement purposes only: All individual consumers in the United States of America who,  
14 between December 4, 2006 and April 9, 2007, used a credit or debit card for a transaction at a  
15 Ritz Camera Centers Location and were provided at the point of sale or transaction with an  
16 electronically-printed receipt which displayed (1) more than the last five digits of the credit or  
17 debit card number, and/or (2) the expiration date of the credit or debit card;

18 4. The Court finds that the above-defined Class meets all the requirements for class  
19 certification. The Court further finds that the requirements of Fed. R. Civ. P. 23(a) and 23(b)(2)  
20 are satisfied as (a) the Class Members are so numerous that joinder is impracticable, (b) there are  
21 questions of law and fact common to the Class Members which predominate over any individual  
22 questions, (c) the claims of the Class Representatives are typical of the claims of the Class  
23 Members, (d) the Class Representatives and their counsel have fairly and adequately represented  
24 and protected the interests of the Class Members and will continue to do so, and (e) a class action  
25 is superior to other available methods for the fair and efficient adjudication of the controversy;

26 5. The Court appoints Eric A. Grover of Keller Grover LLP, Mark R. Thierman of  
27 Thierman Law Firm, Scott A. Miller of Law Offices of Scott A. Miller, A.P.C., Steven L. Miller  
28

1 of Steven L. Miller, A PLC, and William A. Baird and Launa N. Everman of Milstein, Adelman  
2 & Kreger, LLP as Class Counsel;

3 6. The Court appoints Zachary Hile and Shogher Andonian as the Class  
4 Representatives;

5 7. The Court confirms EPIQ Systems, Inc. as the Settlement Administrator;

6 8. The Court approves the Notice methodology set forth in the Stipulation;

7 9. The Court approves the In-Store Notice in substantially the form attached to the  
8 Stipulation as Exhibit "B";

9 10. The Court approves the Published Notice in substantially the form attached to the  
10 Stipulation as Exhibit "C";

11 11. The Court approves the Claim Form in substantially the form attached to the  
12 Stipulation as Exhibit "D";

13 12. The Court approves the manner and form of the On-Line Notice described in  
14 paragraph 2.1.2 of the Stipulation.

15 13. The Court directs Defendant to cause the Published Notice to be published on two  
16 separate occasions as part of Defendant's normal Sunday newspaper advertising inserts and  
17 circulars within forty-five (45) days after the Preliminary Approval Date;

18 14. The Court directs Defendant to display the In-Store Notice for a period of not less  
19 than sixty (60) days after the last Published Notice, beginning no more than fourteen (14) days  
20 after the Preliminary Approval Date;

21 15. The Court directs Defendant to provide a link on its website homepage,  
22 www.ritzpix.com, to a webpage or website that contains the On-Line Notice, for a period of not  
23 less than sixty (60) days after the last Published Notice, beginning no more than fourteen (14)  
24 days after the Preliminary Approval Date;

25 16. The Court finds that the notice to be provided to Class Members in this case,  
26 including the In-Store Notice, the On-Line Notice and the Published Notice (collectively "Class  
27 Notice") and the methodology by which the notice will be disseminated: (a) is the best  
28 practicable notice; (b) is reasonably calculated, under the circumstances, to apprise the Class

1 Members of the pendency of the Action and of their right to object or to exclude themselves  
2 from the proposed Settlement; (c) is reasonable and constitutes due, adequate and sufficient  
3 notice to all persons entitled to receive notice; and (d) meets all applicable requirements of the  
4 Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution  
5 (including the Due Process Clause), the Rules of Court, and any other applicable law;

6 17. The Court directs Defendant to file proof of publication of the Published Notice  
7 and proof of its compliance with its In-Store Notice and On-Line Notice obligations as soon as  
8 reasonably practicable;

9 18. This Court will hold a Final Settlement Approval Hearing on \_\_\_\_\_, 2008  
10 at \_\_\_\_\_ to consider the fairness, reasonableness and adequacy of the proposed Settlement  
11 as well as the award of costs, fees and incentive awards;

12 19. To facilitate the claims procedure approved by the Court, whereby Class  
13 Members may file claims to participate in the Settlement, the Court hereby enjoins Plaintiffs and  
14 all Class Members from filing or prosecuting any claims, suits or administrative proceedings  
15 regarding claims released by this Settlement unless and until such Class Members have sent valid  
16 Exclusions to the Claims Administrator and the time for filing claims with the Claims  
17 Administrator has elapsed;

18 20. Class Members who wish to participate in the Settlement shall complete and  
19 submit a Claim Form within sixty (60) days after the date of the last Published Notice;

20 21. Each Class Member who wishes to exclude himself or herself from the Class must  
21 submit a valid and timely written request for exclusion to the Claims Administrator within forty-  
22 five (45) days after the date the last Published Notice appears;

23 22. Any Class Member who does not submit a valid and timely written request for  
24 exclusion from the Class will be bound by all proceedings, orders, and judgments in this Action  
25 relating to the Stipulation, even if such Class Member has previously initiated or subsequently  
26 initiates individual litigation against any Defendant or Releasees or other proceedings involving  
27 Settled Claims;

28



1           23. Each Class Member who wishes to object to the fairness, reasonableness or  
2 adequacy of the Stipulation, to any terms of the proposed Settlement, or to the proposed  
3 Attorneys' Fees and Costs, must submit a written objection to the Claims Administrator within  
4 forty-five (45) days after the date the last Published Notice appears;

5           24. Pursuant to the Class Action Fairness Act, Defendant is required to notify  
6 "appropriate Federal and State officials" of the settlement. 28 U.S.C. § 1715. If such  
7 notifications have not been made at the time of this Order, the Defendant must do so within ten  
8 (10) court days and file proof of such notification with the Court within fifteen (15) court days of  
9 the date of this Order.

10           25. All proceedings in the Action are stayed until further order of the Court, except as  
11 may be necessary to implement the Settlement or comply with the terms of the Stipulation or this  
12 Order.

13  
14 **IT IS SO ORDERED.**

15 DATE: \_\_\_\_\_, 2008

16 **Honorable Sandra B. Armstrong**  
17 Judge of the United States District Court,  
18 Northern District  
19  
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26  
27  
28



Attorneys for Plaintiff Zachary Hile

William A. Baird (SBN 192675)  
Launa N. Everman (SBN 227743)  
**MILSTEIN, ADELMAN & KREGER, LLP**  
2800 Donald Douglas Loop North  
Santa Monica, California 90405  
Telephone: (310) 396-9600  
Facsimile: (310) 396-9635  
tbaird@maklawyers.com

Attorneys for Plaintiff Shogher Andonian

*[Additional Counsel Listed on Signature Page]*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ZACHARY HILE, on behalf of himself and all others similarly situated,	)	Case No.: CV-07-00716 SBA
	)	
Plaintiff,	)	<u>CLASS ACTION</u>
	)	
v.	)	<b>DECLARATION OF WILLIAM A.</b>
	)	<b>BAIRD IN SUPPORT OF</b>
RITZ CAMERA CENTERS, INC.,	)	<b>MOTION FOR PRELIMINARY</b>
	)	<b>APPROVAL OF CLASS ACTION</b>
Defendant.	)	<b>SETTLEMENT</b>
	)	
	)	Date: June 3, 2008
SHOGER ANDONIAN, individually and	)	Time: 1:00 PM
on behalf of all others similarly situated,	)	Ctrm: 3, 3 <sup>rd</sup> Floor
	)	Hon. Sandra B. Armstrong
Plaintiff,	)	
	)	
v.	)	
	)	
RITZ CAMERA CENTERS, INC., a	)	
Delaware corporation; and DOES 1 through	)	
10, inclusive,	)	
	)	
Defendants.	)	

BAIRD DECLARATION ISO PRELIMINARY APPROVAL OF CLASS SETTLEMENT  
Case No.: CV-07-00716 SBA

1 I, WILLIAM A. BAIRD, do hereby declare and state as follows:

2 1. I am an attorney at law, licensed to practice before the courts of the State  
3 of California and this Court. I am a senior associate with Milstein, Adelman, & Kreger,  
4 LLP ("MAK") in Santa Monica, California, attorneys of record for plaintiff Shogher  
5 Andonian and proposed Settlement Class Plaintiffs' Counsel in this action. I have  
6 personal knowledge of the matters stated herein and, if called as a witness, I could and  
7 would competently testify thereto.

8 2. I have been employed at MAK since 2004. I previously worked at Hiepler  
9 & Hiepler, LLP and The Quisenberry Law Firm, where I practiced exclusively in the area  
10 of complex multi-party and class action litigation involving employment wage and hour  
11 issues, consumer fraud, products liability, insurance bad faith, and catastrophic injury  
12 cases.

13 3. I have served as a counsel or as co-counsel for class members in numerous  
14 class actions that settled. These include:

- 15 a. *Ochoa, et al. v. Haralambos Beverage Co.* (Los Angeles County  
16 Super. Ct. 2007 Case No. BC319588) (a wage and hour class action on  
17 behalf of Sales Representatives seeking overtime compensation that  
18 resulted in a \$1.3 million settlement);
- 19 b. *Daum v. Claim Jumper Restaurants* (Orange County Super. Ct. 2006  
20 Case No. 02CC10201) (a wage and hour class action on behalf of  
21 Assistant Kitchen Managers that resulted in a \$6.5 million dollar  
22 settlement);
- 23 c. *Moore v. IKEA* (Los Angeles County Super. Ct. 2006 Case No. BC  
24 263646) (a wage and hour class action on behalf of Store Managers for  
25 overtime that resulted in a seven figure settlement);
- 26  
27  
28

- 1 d. *Kimbell v. Abercrombie & Fitch Stores, Inc.* (Los Angeles County  
2 Super. Ct. 2006 Case No. BC 277359) (a wage and hour class action  
3 on behalf of Store Managers for overtime that resulted in a more than  
4 \$2 million dollar recovery);
- 5 e. *Estrada, et al. v. Dr. Pepper/Seven-Up* (Los Angeles County Super.  
6 Ct. May 2005) (a wage and hour class action on behalf of Sales  
7 Representatives in California seeking overtime compensation that  
8 resulted in a \$10 million dollar recovery);
- 9 f. *Moreno v. Miller Brewing* (Los Angeles County Super. Ct. April 2004  
10 BC 278170) (a wage and hour class action on behalf of Sales  
11 Representatives in California seeking overtime compensation that  
12 resulted in a \$1.35 million dollar recovery);
- 13 g. *Big Lots Overtime Cases* (San Bernardino County Super. Ct. February  
14 2004, JCCP Proceeding No. 4283) (a wage and hour class action on  
15 behalf of Store Managers and Assistant Managers for overtime that  
16 resulted in a \$10 million dollar recovery);
- 17 h. *Evans et al. v. Coca-Cola* (Los Angeles County Super. Ct. 2001 Case  
18 No. BC 220525) (a wage and hour class action on behalf of over a  
19 1,000 Sales Representatives in California seeking overtime  
20 compensation that resulted in a \$20.2 million dollar recovery); and
- 21 i. *Fitzpatrick v. Baja Fresh*, (Los Angeles Super. Ct. 2003 Case No. BC  
22 265578) (a wage and hour class action on behalf of Store Managers for  
23 overtime that resulted in a seven figure settlement).

24 4. Presently, I devote all of my practice to handling complex litigation and  
25 class actions. I am currently involved in several consumer class actions pending in both  
26 federal and state courts across the county.

1           5.     Launa Everman is an associate at MAK and is licensed to practice before  
2 all courts of this state. Ms. Everman's litigation practice focuses on consumer class  
3 actions arising under the Consumer Legal Remedies Act (California Civil Code section  
4 1750 *et seq.*), Business and Professions Code section 17200 and other consumer-  
5 protection statutes.

6           6.     Ms. Everman is currently serving as co-lead counsel in the certified class  
7 action entitled *La Rosa v. Nutramerica Corp, et al.*, Los Angeles Superior Court, Case  
8 No. BC 309427. She currently represents consumers in a number of other class actions  
9 pending in both federal and state courts.

10          7.     MAK is a group of twenty-three (23) trial lawyers specializing in  
11 representing consumers and other plaintiffs in complex multi-party litigation and class  
12 actions involving consumer fraud, insurance bad faith, products liability, mass  
13 construction defect, and employment issues.

14          8.     MAK has represented plaintiffs in more than 250 complex actions  
15 recovering in excess of \$300 million and currently represents persons in a number of  
16 class actions pending throughout the state of California involving consumer products and  
17 consumer fraud class actions.

18          9.     In the past several years, attorneys at the firm have served as lead class  
19 counsel or are serving as lead class counsel in several additional certified class actions,  
20 including the following:

- 21               a.   *Abigana, et al. v. Rylock Company Ltd.*, Alameda County, Case No.  
22               2002 076625;  
23               b.   *Klotzer, et al. v. International Windows*, Solano County Superior  
24               Court Case No. FCS 021196;  
25               c.   *Hufschmidt v. Allstate Insurance Company*, Los Angeles County  
26               Superior Court Case No. BC291782;

1 d. *Susman v. Mercedes Benz, LLC, et al.*, Los Angeles Superior Court

2 Case No. BC311375; and

3 e. *Shaffer v. Continental Casualty Co., et al.*, Central District of

4 California Case No. CV06-2235-RGK (PJWx).

5 I declare, under penalty of perjury, under the laws of the United States, that the  
6 foregoing is true and correct. Executed this 18th day of April, 2008 at Santa Monica,  
7 California.

8  
9 /s/  
WILLIAM A. BAIRD